

1/13/23

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PAULSBORO PRINTERS, LLC**

~~THIS CONTRACT~~ is made effective the 18th day of January, 2023, by and between the ~~COUNTY OF GLOUCESTER~~, a body politic and corporate, with offices in ~~Woodbury, New Jersey~~, hereinafter referred to as "County", and **PAULSBORO PRINTERS, LLC** of 22 E. Washington Street, Paulsboro, New Jersey 08066, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the printing of election materials for the 2023 Election Cycle; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

WHEREAS, the Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor does hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This contract shall be effective for the period commencing January 1, 2023 and concluding December 31, 2023.
2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$430,000.00, as per Vendor's Quotation (3 pages), dated December 30, 2022, attached hereto as Attachment A.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

12. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

13. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

14. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

15. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. PARTIAL INVALIDITY. In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

17. CHANGES. This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

18. NOTICES. Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

19. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, ~~direct or indirect,~~ which would conflict in any manner or degree with the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

22. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

23. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document, Vendor's Quotation (3 pages), dated December 30, 2022, attached hereto as Attachment A, and the specifications of the County, attached hereto as Attachment B. If there is a conflict between this Contract and/or the specifications of the County and the Vendor's Quotation, then this Contract and/or the specifications of the County shall control.

THIS CONTRACT is dated this 18TH day of January, 2023.

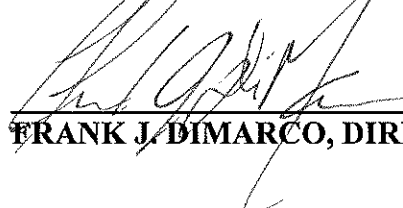
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



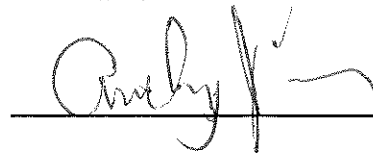
LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER




FRANK J. DIMARCO, DIRECTOR

ATTEST:



PAULSBORO PRINTERS, LLC



BY:
TITLE: Business Manager

ATTACHMENT A

Vendor's Quotation (3 pages), dated December 30, 2022

ATTACHMENT B
County Specifications

Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed \$430,000.00 for the year (open-ended). In accordance with Title 19 and under the direct specification of the County Clerk, they may prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk
- Emergency ballots – one lot per machine, per district and per party for Primary election
- Sample ballots which include ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

Paulsboro Printers, LLC is also on standby on Election Day for any emergency situations that may arise.

Paulsboro Printers, LLC

22 East Washington Street • Paulsboro, NJ 08066
856.423.1200 p • 856.423.9797 f • paulsprinter@aol.com • paulsboroprinters.net

December 30, 2022

To: County of Gloucester
Attn: Mr. James N. Hogan, County Clerk
Woodbury, NJ 08096

QUOTE - Primary Election Cycle - 2023

PROJECTED ESTIMATES FOR 2023 Election Cycle

(229 Projected Districts-229,500 Projected Voter Registration)

Provisional Ballots or Mail-In Ballots NOT included since were not used for General (2022). If need pricing for either please let us know and we can quote.

Emergency Ballots folded and packaged, printed from secure supplied files, 30 ballots per polling district/per party/per machine, Election Day without district imprint, 8.5x14, black ink, folded, one party 1 sided, 1 party 2-sided Approximately 27,480 total pieces	\$9,400.00
Emergency Ballots folded and packaged, printed from secure supplied files without district imprint, 10 ballots per municipality and municipalities w/wards per ward per party, 8.5x14, black ink, folded, one party 1 sided, 1 party 2-sided 30 styles, 1 set of above per Early Voting Center (5 EVC's) Approximately 4,350 total pieces	\$2,200.00
Ballots created for County Web site from files supplied Approximately 229 styles {previous years 29-31 styles}	\$5,400.00
UOCAVA Ballots created from secure files provided and secured via password to prevent document change or copy/assembly, Approximately 466 styles (229 districts plus 4 overseas styles per party) {previous years 29-31 styles per party}	\$8,500.00
Sample Ballots provided for Registered Voters plus 1-1/2%; 25 Sample Ballots provided per District for Polls, increase paper weight an per USPS regulations, printed from provided files (machine ballot) and balance of contents typeset/prepared, 11x17 70#offset, black ink, 2-sided, folded Approximately 229 styles {previous years 29-31 styles} (approximately 243,500 total pieces)	\$66,000.00
Election Day Stand-by	\$850.00
TOTAL	\$92,350.00

*Celebrating Over 72 Years
of Quality Commercial Printing in Gloucester County, NJ*

Paulsboro Printers, LLC

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December 30, 2022

To: *County of Gloucester*
Attn: *Mr. James N. Hogan, County Clerk*
Woodbury, NJ 08096

QUOTE - General Election Cycle - 2023

PROJECTED ESTIMATES FOR 2023 Election Cycle

(229 Projected Districts-229,500 Projected Voter Registration)

Provisional Ballots or Mail-In Ballots NOT included since were not used for General (2022). If need pricing for either please let us know and we can quote.

Emergency Ballots folded and packaged, printed from secure supplied files, 30 ballots per polling district, Election Day without district imprint, non-machine readable Approximately 6,870 total pieces	\$4,000.00
Emergency Ballots folded and packaged, printed from secure supplied files without district imprint, 30 ballots per municipality and municipalities w/wards per ward, 30 styles, 1 set of above per Early Voting Center (5 EVC's), non-machine readable Approximately 4,350 total pieces	\$2,500.00
Ballots created for County Web site from files supplied Approximately 229 styles {previous years 29-31 styles}	\$5,400.00
UOCAVA Ballots created from secure files provided and secured via password to prevent document change or copy/assembly, Approximately 233 styles (229 districts plus 4 overseas styles) {previous years 29-31 styles}	\$6,500.00
Sample Ballots provided for Registered Voters plus 1-1/10%; 25 Sample Ballots provided per District for Polls, increase paper weight an per USPS regulations, printed from provided files (machine ballot) and balance of contents typeset/prepared, 11x17 70#offset, black ink, 2-sided, folded Approximately 229 styles {previous years 29-31 styles} (approximately 243,500 total pieces)	\$63,000.00
Election Day Stand-by	\$850.00
TOTAL	\$82,250.00

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December 30, 2022

To: *County of Gloucester*
Attn: *Mr. James N. Hogan, County Clerk*
Woodbury, NJ 08096

QUOTE - School/Special School Election Cycle - 2023

PROJECTED ESTIMATES FOR 2023 Election Cycle

Provisional Ballots or Mail-In Ballots NOT included since were not used for General (2022). If need pricing for either please let us know and we can quote.

Annual School Election	\$50,000.00
Special School Elections	\$50,000.00
TOTAL	\$100,000.00

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of Quality Commercial Printing in Gloucester County, NJ*